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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

February 2012 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

JING WANG (1),
BING WANG (2),
aka Bin Wang,

Defendants.

Case No. 13CR3487-WQH

I N D I C T M E N T
(Superseding)

Title 15, U.S.C., Secs. 78j(b),
78ff, and Title 17, C.F.R.,
Sec. 240.10b-5 - Securities Fraud
(Insider Trading); Title 18,
U.S.C., Sec. 371 - Conspiracy;
Title 18, U.S.C., Secs. 1512(c)(2)
and (c)(1) - Obstruction of
Official Proceedings; Title 18,
U.S.C., Sec. 1956(a)(1)(B)(i) -
Money Laundering; Title 18,
U.S.C., Sec. 1028A(a)(1) -
Aggravated Identity Theft;
Title 18, U.S.C., Sec. 2 - Aiding
and Abetting; Title 18, U.S.C.,
Secs. 982(a)(1) and 981(a)(1)(C),
and Title 28, U.S.C.,
Sec. 2461(c) - Criminal Forfeiture

The grand jury charges:

INTRODUCTORY ALLEGATIONS

1. Defendant JING WANG was a senior executive at Qualcomm, Inc.
("Qualcomm"), a wireless technology company headquartered in
San Diego, California. Qualcomm was one of the world's largest
companies and an "issuer" of securities under the federal securities
laws. Qualcomm's shares of common stock were traded on the NASDAQ

EB:nlv:San Diego
1/16/14

1 Stock Exchange under the symbol "QCOM." JING WANG was trained as a
2 lawyer in China, received an LL.M from the University of Virginia
3 School of Law, and worked for several years at a Washington, D.C. law
4 firm.

5 2. Defendant BING WANG was the brother of defendant JING WANG
6 and lived in China. During the time that JING WANG worked at
7 Qualcomm, BING WANG was a local government official in Anhui Province,
8 China.

9 3. Coconspirator Gary Yin (charged elsewhere) was a registered
10 representative of Merrill Lynch in San Diego, California and, between
11 2007 and 2013, held several positions including Vice President, Senior
12 Vice President, and International Wealth Management Advisor. From
13 2005 through 2013, Yin worked as JING WANG's Financial Advisor.

14 4. In or about January 2008, JING WANG was promoted from Senior
15 Vice President to Executive Vice President at Qualcomm, and joined
16 Qualcomm's Executive Committee. From that point forward, Qualcomm
17 designated JING WANG as an "officer" of an "issuer" under Section 16
18 of the Securities Exchange Act of 1934. Because of JING WANG's senior
19 position at Qualcomm, he was subject to certain restrictions involving
20 the purchase and sale of Qualcomm securities, in part due to his
21 access to confidential business information. At the time of JING
22 WANG's elevation to Executive Vice President, and repeatedly
23 thereafter, Qualcomm notified JING WANG and Yin of the restrictions on
24 JING WANG's stock trading.

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JING WANG's Secret Offshore Corporation and Account

5. In or about March 2006, JING WANG discussed with Yin a planned sale of Qualcomm stock options and how to set up an account that would allow JING WANG to disguise his involvement in transferring funds to people in China. Yin advised JING WANG that an offshore entity in the British Virgin Islands ("BVI") could be created to act as a nominee account holder of JING WANG's funds. This would allow JING WANG to disguise his true ownership and control of these assets and conceal transfers from U.S. tax authorities and third parties. JING WANG instructed Yin to begin the process of setting up such an offshore, nominee account in the BVI.

6. In or about March 2006, Yin presented JING WANG with a list of available BVI companies and JING WANG selected "Unicorn Global Enterprises, Ltd." ("Unicorn") as his nominee company. JING WANG instructed Yin to set up Unicorn in the BVI, and make it appear that JING WANG's brother in China, BING WANG (aka Bin Wang), was the beneficial owner of the company.

7. In or about March 2006, Yin opened a new Merrill Lynch brokerage account for the benefit of (and under the control of) JING WANG but with Unicorn's name (the "Unicorn Account"). JING WANG provided documents to Yin that gave the false impression that BING WANG would be the beneficial owner of the Unicorn Account. Yin used these documents to open a Merrill Lynch brokerage account for Unicorn, thereby making it appear that JING WANG had no interest in the Unicorn Account. In truth, however, JING WANG funded the Unicorn Account, controlled all transactions in the account, transferred funds from the account for his own benefit, and provided to Yin any documents

1 purportedly bearing BING WANG's signature that were needed for the
2 account.

3 8. On or about April 26, 2006, JING WANG transferred \$360,000
4 in Qualcomm stock-option proceeds from a Merrill Lynch account he
5 controlled to the Unicorn Account.

6 9. Between in or about May 2006 and in or about March 2012,
7 JING WANG directed Yin to conduct transactions in the Unicorn Account.
8 These transactions included, among others, transfers totaling \$95,000
9 to a Qualcomm employee in China ("Employee A") for JING WANG's
10 benefit. For example, while in China on business, JING WANG would
11 periodically ask Employee A to exchange the U.S. Dollar funds he had
12 sent to Employee A into Chinese currency and to deliver the Chinese
13 currency to JING WANG at Qualcomm's offices in China.

14 10. Between in or about 2006 and in or about 2011, Yin would
15 periodically meet with JING WANG at his Qualcomm office to review
16 investments controlled by JING WANG and to provide JING WANG with
17 copies of documents summarizing the performance of his various
18 accounts at Merrill Lynch, including the Unicorn Account.

19 Inside Information #1: Qualcomm's Dividend and Stock Buyback

20 11. On or before March 1, 2010, because of his role as an
21 Executive Vice President of Qualcomm, JING WANG learned material, non-
22 public information - that is, that Qualcomm planned to announce (1) an
23 increase in its quarterly cash dividend and (2) a \$3 billion stock
24 repurchase program (collectively "Inside Information #1"). Inside
25 Information #1 was discussed, among other times, in San Diego at a
26 closed meeting of Qualcomm's Board of Directors on March 1, 2010,
27 which JING WANG attended.

1 12. On or about March 1, 2010, soon after Inside Information #1
2 was discussed at the Qualcomm Board meeting, JING WANG called Yin from
3 a cell phone that had a China-based phone number. During this call,
4 JING WANG directed Yin to purchase as many shares of Qualcomm stock as
5 possible using the Unicorn Account.

6 13. Soon after receiving JING WANG's instructions, Yin purchased
7 7,700 shares of Qualcomm stock in the Unicorn Account at \$36.07 per
8 share, for a total price of approximately \$277,739. This trade by
9 JING WANG violated Qualcomm's Insider Trading policy, as the company's
10 "trading window" was closed and JING WANG was not permitted to execute
11 trades in Qualcomm stock during this time. Both JING WANG and Yin
12 knew that JING WANG was required to report his trades in Qualcomm
13 stock to the company (pursuant to corporate policy) and to the U.S.
14 Securities and Exchange Commission ("SEC") (pursuant to federal
15 securities law). In violation of these requirements, and in contrast
16 to previous trading in Qualcomm stock by JING WANG, both Yin and JING
17 WANG did not report this trade to Qualcomm or the SEC.

18 14. When the market closed on March 1, 2010, Qualcomm stock
19 traded at approximately \$35.56 per share. After the close of trading,
20 Qualcomm publicly released Inside Information #1 regarding the
21 increase in its quarterly cash dividend and its \$3 billion stock
22 repurchase program. By the end of the next trading day (March 2,
23 2010), Qualcomm's stock price had appreciated to \$37.93 per share. By
24 the end of the week, Qualcomm stock had traded as high as \$39.50 - an
25 increase of over 10% from the pre-announcement price.

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Inside Information #2: Qualcomm's Acquisition of Atheros

15. On or before October 4, 2010, because of his role as an Executive Vice President of Qualcomm, JING WANG learned material, non-public information - that is, that Qualcomm intended to make a confidential offer to purchase another publicly traded company called Atheros Communications, Inc. ("Inside Information #2"). At the time, Atheros Communications, Inc. ("Atheros") was a technology company headquartered in California that was an "issuer" of securities under the federal securities laws and listed on the NASDAQ Stock Exchange under the symbol "ATHR."

16. On or about November 1, 2010, JING WANG met Yin at a restaurant in or near La Jolla, California, and told Yin of his interest in purchasing shares in Atheros. JING WANG told Yin that if Atheros and Qualcomm stock reached certain prices, Yin should sell all the Qualcomm stock JING WANG held in the Unicorn Account and use the proceeds to purchase as many shares of Atheros stock as possible. Yin followed JING WANG's instructions and entered the orders in Merrill Lynch's trading system, but, pursuant to JING WANG's instructions, cancelled the orders before Qualcomm or Atheros had reached the specified prices.

17. On or about December 1, 2010, JING WANG directed Yin to sell all of the Qualcomm stock held in the Unicorn Account and to use the proceeds to purchase as many shares of Atheros common stock as possible. JING WANG told Yin to make preparations for the purchase of Atheros, but not to buy it yet; rather, JING WANG would contact Yin again in the near future and tell Yin when to purchase the Atheros stock. JING WANG suggested that Yin should also consider purchasing shares of Atheros.

1 18. On or about December 2, 2010, as instructed by JING WANG,
2 Yin sold all 7,700 shares of Qualcomm stock held in JING WANG's
3 Unicorn Account at \$48.37 per share (\$372,449), resulting in ill-
4 gotten gains to JING WANG of approximately \$94,710 from the March 1,
5 2010 purchase of Qualcomm stock. Again, in violation of JING WANG's
6 obligations and contrary to their previous practice, Yin and JING WANG
7 concealed the sale by failing to notify Qualcomm or the SEC of JING
8 WANG's sale of Qualcomm stock.

9 19. On or about December 4, 2010, JING WANG travelled from
10 San Diego to Hong Kong, China, to attend a meeting of Qualcomm's Board
11 of Directors.

12 20. On or about December 6, 2010 (Hong Kong Time), JING WANG
13 participated in the Qualcomm Board meeting in Hong Kong. During this
14 closed meeting, Qualcomm's Board of Directors discussed Inside
15 Information #2, and authorized Qualcomm to make a firm offer to
16 purchase Atheros for \$45 per share.

17 21. On or about December 6, 2010 (Pacific Time), after the
18 Qualcomm Board meeting, JING WANG placed a call to Yin, who was in the
19 San Diego area. JING WANG instructed Yin to go ahead with the plan
20 they had discussed a few days earlier - that is, to purchase as many
21 shares of Atheros stock as possible in the Unicorn Account.

22 22. On or about December 6, 2010 (Pacific Time), Yin followed
23 JING WANG's instructions and purchased a total of 10,800 shares of
24 Atheros stock in JING WANG's Unicorn Account: 100 shares at \$34.16 per
25 share (\$3,416), and 10,700 shares at \$34.28 per share (\$366,796).

26 23. On or about December 7, 2010, Qualcomm confidentially
27 notified senior executives at Atheros of Qualcomm's offer to acquire
28 Atheros at \$45 per share. The offer was accepted by Atheros, and the

1 companies conducted non-public due diligence of each other with a view
2 towards announcing the acquisition by early 2011.

3 24. On January 4, 2011, at 3:00 p.m. Eastern Time, the New York
4 Times published an on-line article entitled "Qualcomm Is Said to Be
5 Set to Buy Atheros for \$3.5 Billion." The next day, on January 5,
6 2011, Qualcomm publicly announced that it would be acquiring Atheros
7 for \$45 per share, thereby disclosing Inside Information #2. Between
8 the close of trading on January 3, 2011 (the day before the New York
9 Times report) and the close of trading on January 5, 2011 (the first
10 full day of trading after the New York Times report), the price of
11 Atheros stock jumped from approximately \$37 to approximately \$44.50 -
12 an increase of approximately 20%.

13 25. On or about January 10, 2011, Yin spoke to JING WANG about
14 JING WANG's purchase of Atheros stock, and they discussed that both
15 JING WANG and Yin could get in trouble because of this trade. During
16 this conversation, JING WANG sought to have the Atheros trades deleted
17 from the records of Merrill Lynch. JING WANG told Yin he would
18 contact him again with instructions as to their next steps.

19 Inside Information #3: Qualcomm's Earnings Announcement

20 26. On or before January 25, 2011, because of his position as an
21 Executive Vice President of Qualcomm, JING WANG learned material, non-
22 public information - that is, that Qualcomm planned to announce record
23 financial results for the first fiscal quarter of 2011 and to raise
24 fiscal guidance for the remainder of 2011 ("Inside Information #3").

25 27. On or about January 25, 2011, shortly before Qualcomm
26 publicly announced Inside Information #3, JING WANG directed Yin to
27 sell all 10,800 shares of Atheros stock in JING WANG's Unicorn
28 Account. Yin executed the trade at \$44.60 per share (\$481,680),

1 resulting in ill-gotten gains to JING WANG of approximately \$111,468
2 from the December 6, 2010 purchase of Atheros stock. JING WANG also
3 instructed Yin to use the proceeds of the Atheros sale to purchase
4 shares of Qualcomm stock. Yin followed this instruction, buying 9,450
5 shares of Qualcomm stock in the Unicorn Account, at \$50.88 per share
6 (\$480,816). JING WANG's purchase of Qualcomm stock occurred during a
7 blackout period, and both Yin and JING WANG concealed this trade by
8 not reporting it to Qualcomm or the SEC.

9 28. On or about January 26, 2011, after the close of trading,
10 Qualcomm announced Inside Information #3 in the form of a press
11 release touting "Record First Quarter Results" and "Raising Fiscal
12 2011 Guidance." Qualcomm's stock price increased because of the
13 public disclosure of Inside Information #3, and closed on January 27,
14 2011, at \$54.90 per share.

15 29. On or about January 28, 2011, personnel at Merrill Lynch
16 asked Yin about the large purchase of Qualcomm stock in the Unicorn
17 Account two days earlier, and asked whether the client had any
18 relation to Qualcomm or knew anyone at the company. Consistent with
19 their previous decisions, JING WANG and Yin agreed to obstruct such
20 inquiries and conceal JING WANG's control of the Unicorn Account and
21 his illegal insider trading. In furtherance of this decision, Yin
22 provided false and misleading information to Merrill Lynch about JING
23 WANG's actual ownership and control of the Unicorn Account.

24 30. On or about December 27, 2011, JING WANG sold his 9,450
25 shares of Qualcomm stock at \$54.90 per share (\$518,805), yielding him
26 ill-gotten gains of approximately \$37,989 from the January 25, 2011
27 purchase of Qualcomm stock.

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The Investigation of Qualcomm and JING WANG

31. In or about July 2010, the SEC opened a formal investigation into alleged misstatements in the financial reports of Qualcomm. By April 2011, the SEC's investigation had expanded into potential violations of the Foreign Corrupt Practices Act ("FCPA") by Qualcomm and its executives.

32. On or about August 1, 2011, pursuant to its formal investigation, the SEC issued a subpoena to JING WANG, directing him to produce, among other things, his financial institution and brokerage account numbers, as well as the institution names and names of any accounts held in his name (jointly or otherwise), held in trust for him, in which he had a direct or indirect beneficial interest, or over which he exercised control.

33. In or about January 2012, Qualcomm learned that the Federal Bureau of Investigation ("FBI") and the U.S. Department of Justice had commenced a criminal investigation into potential violations of the FCPA.

34. In or about January 2012, JING WANG provided Yin with the forged signature of JING WANG's mother in China, and other means of identification of JING WANG's mother, in order to create another BVI shell company called "Clearview Resources, Ltd." ("Clearview"). Using this information and without contacting JING WANG's mother, Yin created a nominee brokerage account for JING WANG in the name of Clearview (the "Clearview Account"), in part to further distance JING WANG from the illegal trades in the Unicorn Account.

35. From on or about February 23, 2012, through on or about March 5, 2012, JING WANG caused Yin to transfer over \$525,000 - almost

1 the entire balance of the Unicorn Account - from the Unicorn Account
2 to the Clearview Account.

3 36. In or about April and May 2012, JING WANG notified Yin of
4 the risk that his insider trading would be discovered by
5 investigators, including the SEC, and convinced Yin to conceal
6 evidence of JING WANG's illegal activity and help JING WANG procure
7 false testimony and other evidence from his brother in China, BING
8 WANG.

9 37. On or about May 21, 2012, Qualcomm placed JING WANG on
10 administrative leave. The Audit Committee of Qualcomm's Board of
11 Directors later engaged a law firm ("Law Firm #1") to perform a
12 separate internal investigation into potential FCPA violations.

13 38. In or about March and April 2013, JING WANG provided false
14 and misleading information to representatives of Law Firm #1, and
15 caused an individual to provide false and misleading information to
16 representatives of Law Firm #1, knowing that this information would be
17 provided to the SEC and criminal investigators.

18 Count 1 - Securities Fraud (Insider Trading)

19 (15 U.S.C. §§ 78j(b), 78ff; 17 C.F.R. § 240.10b-5)

20 39. The introductory allegations contained in paragraphs 1
21 through 38 of this Indictment are realleged as if fully set forth
22 herein.

23 40. On or about March 1, 2010, within the Southern District of
24 California and elsewhere, defendant JING WANG willfully and knowingly,
25 directly and indirectly, by the use of the means and instrumentalities
26 of interstate commerce and of the facilities of national securities
27 exchanges, in connection with the purchase and sale of securities, did
28 use and employ manipulative and deceptive devices and contrivances, in

1 violation of Title 17, Code of Federal Regulations, Section 240.10b-5,
2 by: (a) employing devices and schemes to defraud; (b) making untrue
3 statements of material facts and omitting to state material facts; and
4 (c) engaging in acts, practices, and courses of business which
5 operated as a fraud and deceit upon any person - to wit, on the basis
6 of Inside Information #1 that JING WANG used in breach of: (a) the
7 fiduciary duty of trust and confidence owed directly, indirectly, and
8 derivatively to Qualcomm, its shareholders, and any other source of
9 Inside Information #1; (b) the expectations of confidentiality of
10 Qualcomm; and (c) Qualcomm's written policies regarding the use and
11 safekeeping of confidential and material, nonpublic information, JING
12 WANG executed and caused Yin to execute the purchase of 7,700 shares
13 of Qualcomm stock in the Unicorn Account.

14 All in violation of Title 15, United States Code, Sections 78j(b) and
15 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5,
16 and Title 18, United States Code, Section 2.

17 Count 2 - Securities Fraud (Insider Trading)

18 (15 U.S.C. §§ 78j(b), 78ff; 17 C.F.R. § 240.10b-5)

19 41. The introductory allegations contained in paragraphs 1
20 through 38 of this Indictment are realleged as if fully set forth
21 herein.

22 42. On or about December 6, 2010, within the Southern District
23 of California and elsewhere, defendant JING WANG willfully and
24 knowingly, directly and indirectly, by the use of the means and
25 instrumentalities of interstate commerce and of the facilities of
26 national securities exchanges, in connection with the purchase and
27 sale of securities, did use and employ manipulative and deceptive
28 devices and contrivances, in violation of Title 17, Code of Federal

1 Regulations, Section 240.10b-5, by: (a) employing devices and schemes
2 to defraud; (b) making untrue statements of material facts and
3 omitting to state material facts; and (c) engaging in acts, practices,
4 and courses of business which operated as a fraud and deceit upon any
5 person - to wit, on the basis of Inside Information #2 that JING WANG
6 used in breach of: (a) the fiduciary duty of trust and confidence owed
7 directly, indirectly, and derivatively to Qualcomm, its shareholders,
8 and any other source of Inside Information #2; (b) the expectations of
9 confidentiality of Qualcomm; and (c) Qualcomm's written policies
10 regarding the use and safekeeping of confidential and material,
11 nonpublic information, JING WANG executed and caused Yin to execute
12 the purchase of 10,800 shares of Atheros stock in the Unicorn Account.
13 All in violation of Title 15, United States Code, Sections 78j(b) and
14 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5,
15 and Title 18, United States Code, Section 2.

16 Count 3 - Securities Fraud (Insider Trading)

17 (15 U.S.C. §§ 78j(b), 78ff; 17 C.F.R. § 240.10b-5)

18 43. The introductory allegations contained in paragraphs 1
19 through 38 of this Indictment are realleged as if fully set forth
20 herein.

21 44. On or about January 25, 2011, within the Southern District
22 of California and elsewhere, defendant JING WANG willfully and
23 knowingly, directly and indirectly, by the use of the means and
24 instrumentalities of interstate commerce and of the facilities of
25 national securities exchanges, in connection with the purchase and
26 sale of securities, did use and employ manipulative and deceptive
27 devices and contrivances, in violation of Title 17, Code of Federal
28 Regulations, Section 240.10b-5 by: (a) employing devices and schemes

1 to defraud; (b) making untrue statements of material facts and
2 omitting to state material facts; and (c) engaging in acts, practices,
3 and courses of business which operated as a fraud and deceit upon any
4 person - to wit, on the basis of Inside Information #3 that JING WANG
5 used in breach of: (a) the fiduciary duty of trust and confidence owed
6 directly, indirectly, and derivatively to Qualcomm, its shareholders,
7 and any other source of Inside Information #3; (b) the expectations of
8 confidentiality of Qualcomm; and (c) Qualcomm's written policies
9 regarding the use and safekeeping of confidential and material,
10 nonpublic information, JING WANG executed and caused Yin to execute
11 the purchase of 9,450 shares of Qualcomm stock in the Unicorn Account.
12 All in violation of Title 15, United States Code, Sections 78j(b) and
13 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5,
14 and Title 18, United States Code, Section 2.

15 Count 4 (Conspiracy to Commit Offenses)

16 (18 U.S.C. § 371)

17 45. The introductory allegations contained in paragraphs 1
18 through 38 of this Indictment are realleged as if fully set forth
19 herein.

20 46. Beginning no later than January 2011, and continuing through
21 at least May 2013, within the Southern District of California and
22 elsewhere, defendants JING WANG and BING WANG, aka Bin Wang, and co-
23 conspirator Gary Yin (charged elsewhere) knowingly and willfully
24 conspired and agreed together and with each other, and with others, to
25 commit offenses against the United States, to wit:

26 a. To corruptly obstruct, influence, and impede an
27 official proceeding, and attempt to do so, in violation of Title 18,
28 United States Code, Section 1512(c);

c. To knowingly engage and attempt to engage in a monetary transaction by, through, and to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, in violation of Title 18, United States Code, Section 1957.

47. It was part of the conspiracy that the conspirators would attempt to conceal evidence of JING WANG's illegal insider trading by falsely claiming that BING WANG, aka Bin Wang, had authorized the opening of the Unicorn Account, had controlled the account, and had placed the illegal trades in Atheros and Qualcomm.

48. It was further part of the conspiracy that Yin would provide false and misleading information to Merrill Lynch, and alter records at Merrill Lynch, in order to conceal JING WANG's control of, and trades in, the Unicorn Account.

49. It was further part of the conspiracy that JING WANG would attempt to conceal the Unicorn records previously provided to him by

1 Yin by removing the records from his Qualcomm office and instructing
2 Yin to take the records to BING WANG in China.

3 50. It was further part of the conspiracy that JING WANG would
4 instruct Yin to travel to China to meet with BING WANG, and to
5 practice the false cover story with BING WANG so BING WANG would be
6 prepared to recite these lies to government authorities.

7 51. It was further part of the conspiracy that BING WANG would
8 meet with Yin in China, take the documents belonging to JING WANG
9 relating to Unicorn from Yin, and rehearse the false cover story JING
10 WANG had concocted about the Unicorn Account.

11 52. It was further part of the conspiracy that JING WANG and Yin
12 would transfer the proceeds of JING WANG's insider trading to another
13 nominee account in a manner designed to conceal JING WANG's control of
14 these funds.

15 53. It was further part of the conspiracy that the conspirators
16 would attempt to wire transfer sums in excess of \$10,000 to other
17 accounts - including an account in China - in order to conceal and
18 transfer the proceeds of JING WANG's insider trading.

19 54. It was further part of the conspiracy that the conspirators
20 would create and send false emails between each other in order to
21 support the fake story that JING WANG had fabricated concerning the
22 illegal trades in the Unicorn Account.

23 55. It was further part of the conspiracy that when questioned
24 by law enforcement or attorneys working on behalf of Qualcomm or its
25 Audit Committee, JING WANG and Yin would provide false and misleading
26 information, and cause others to provide false and misleading
27 information, in an attempt to prevent detection of JING WANG's use of
28 the Unicorn Account to commit illegal activity.

Overt Acts

56. On or about the dates set forth below, within the Southern District of California and elsewhere, defendants JING WANG, BING WANG, aka Bin Wang, co-conspirator Gary Yin (charged elsewhere) and others committed the following overt acts, and others, in furtherance of the conspiracy:

a. In or about January 2011, JING WANG asked Yin to assist him by concealing JING WANG's control of the Unicorn Account and his purchase of Atheros stock.

b. In or about January 2011, Yin falsely represented to Merrill Lynch compliance employees that the nominal owner of the Unicorn Account (BING WANG) had no relation to anyone at Qualcomm.

c. In or about February 2011, JING WANG asked Yin whether Merrill Lynch had discovered JING WANG's illegal trades in the Unicorn Account.

d. In or about January 2012, JING WANG forged the signature of his mother ("S.Z."), and used other means of identification of his mother, to create false documents to be used to set up Clearview.

e. In or about January 2012, JING WANG directed Yin to use false documents to set up Clearview in the BVI, in part to obscure any connection between JING WANG and the proceeds of JING WANG's insider trading.

f. On or about January 23, 2012, at JING WANG's direction, Yin created a nominee brokerage account for JING WANG called the Clearview Account, in part to further distance JING WANG from the illegal trades in the Unicorn Account.

1 g. In or about February 2012, JING WANG caused BING WANG
2 to be added as a representative of Clearview to further conceal JING
3 WANG's control of these funds.

4 h. In or about February 2012, JING WANG directed Yin to
5 contact a friend in China and arrange for a transfer of funds from the
6 Clearview Account to an account in China.

7 i. On or about February 23, 2012, following JING WANG's
8 instructions, Yin transferred \$200,000 from the Unicorn Account to the
9 new Clearview Account.

10 j. On or about February 28, 2012, following JING WANG's
11 instructions, Yin transferred \$200,000 from the Unicorn Account to the
12 Clearview Account.

13 k. On or about March 5, 2012, following JING WANG's
14 instructions, Yin transferred \$125,481 from the Unicorn Account to the
15 Clearview Account and closed the Unicorn Account.

16 l. On or about March 19, 2012, following JING WANG's
17 instructions, Yin transferred \$47,468 from the Clearview Account to an
18 account in China.

19 m. In or about March 2012, JING WANG met with Yin and
20 explained that the SEC was investigating Qualcomm regarding corrupt
21 payments to foreign officials. JING WANG expressed his concerns that
22 the SEC would learn about his control of the Unicorn Account and his
23 insider trading. Due to these concerns, JING WANG embellished their
24 false cover story about the trading in the Unicorn Account - that is,
25 that BING WANG owned and controlled the Unicorn Account and had
26 ordered all of the trades. JING WANG asked Yin to tell this false
27 story if he was ever asked about the Unicorn Account or the trades in
28 the account.

1 n. In or about April 2012, JING WANG met with Yin and gave
2 Yin an envelope of documents related to Unicorn and the Unicorn
3 Account, directed Yin to take the Unicorn documents to China to give
4 to BING WANG, and instructed Yin to review with BING WANG the false
5 cover story they had concocted.

6 o. In or about April 2012, JING WANG instructed Yin to
7 coordinate future purchases of securities with BING WANG, and to
8 fabricate evidence in order to make it appear as if BING WANG had
9 opened and always controlled the Unicorn and Clearview Accounts.

10 p. In or about May 2012, following JING WANG's
11 instructions, Yin traveled with the Unicorn documents from San Diego
12 to Beijing, China.

13 q. In or about May 2012, Yin and BING WANG met in Beijing
14 and discussed the plan and false cover story that JING WANG had
15 devised.

16 r. In or about May 2012, Yin gave BING WANG the Unicorn
17 documents that JING WANG had removed from his Qualcomm office.

18 s. In or about May 2012, BING WANG and Yin sent emails to
19 each other that contained false and misleading statements about the
20 Unicorn and Clearview Accounts.

21 t. In or about July 2012, Yin accessed Merrill Lynch's
22 computer system and removed the Unicorn and Clearview Accounts from
23 the list of accounts associated with JING WANG.

24 u. In or about October 2012, Yin again met with BING WANG
25 in China to discuss the false cover story that JING WANG had concocted
26 to conceal his insider trading.

1 v. In or about January and February 2013, Yin discussed
2 with BING WANG and JING WANG the transfer of over \$10,000 from the
3 Clearview Account to another account in China.

4 w. On or about February 20, 2013, acting consistently with
5 previous requests from JING WANG to conceal JING WANG's involvement in
6 the Unicorn Account in response to any investigation, Yin made several
7 false and misleading statements about the Unicorn Account to FBI
8 Special Agents.

9 x. On or about March 21, 2013, JING WANG made false and
10 misleading statements to representatives of Law Firm #1 about his use
11 and control of the Unicorn Account.

12 y. On or about April 2, 2013, JING WANG caused an
13 individual to provide false and misleading information to Law Firm #1
14 about JING WANG's use and control of the Unicorn Account.

15 All in violation of Title 18, United States Code, Section 371.

16 Count 5 - Obstruction of Official Proceedings

17 (18 U.S.C. § 1512(c)(2))

18 57. The introductory allegations contained in paragraphs 1
19 through 38 of this Indictment are realleged as if fully set forth
20 herein.

21 58. In or about April 2012, within the Southern District of
22 California and elsewhere, defendant JING WANG did corruptly obstruct,
23 influence, and impede, and corruptly attempt to obstruct, influence,
24 and impede, an official proceeding - that is, a formal SEC
25 investigation, a proceeding before a court of the United States, and a
26 proceeding before a Federal grand jury - by (1) removing documents
27 related to the Unicorn Account from his office at Qualcomm; (2)
28 providing the Unicorn documents to Yin; (3) instructing Yin to take

1 the documents to China and give them to BING WANG, aka Bin Wang; (4)
2 further developing the false cover story that JING WANG had previously
3 devised; and (5) arranging for BING WANG, aka Bin Wang, to meet with
4 Yin in China to prepare BING WANG, aka Bin Wang, to provide false
5 statements to any authorities inquiring about the Unicorn Account.
6 All in violation of Title 18, United States Code, Sections 1512(c)(2)
7 and 2.

8 Count 6 - Obstruction of Official Proceedings

9 (18 U.S.C. § 1512(c)(1))

10 59. The introductory allegations contained in paragraphs 1
11 through 38 of this Indictment are realleged as if fully set forth
12 herein.

13 60. In or about April 2012, within the Southern District of
14 California and elsewhere, defendant JING WANG did corruptly conceal
15 records and documents, and attempt to do so, with the intent to impair
16 their integrity and availability for use in an official proceeding -
17 that is, a formal SEC investigation, a proceeding before a court of
18 the United States, and a proceeding before a Federal grand jury.

19 All in violation of Title 18, United States Code, Sections 1512(c)(1)
20 and 2.

21 Count 7 - Obstruction of Official Proceedings

22 (18 U.S.C. § 1512(c)(2))

23 61. The introductory allegations contained in paragraphs 1
24 through 38 of this Indictment are realleged as if fully set forth
25 herein.

26 62. On or about March 21, 2013, within the Southern District of
27 California and elsewhere, defendant JING WANG did corruptly obstruct,
28 influence, and impede, and corruptly attempt to obstruct, influence,

1 and impede, an official proceeding - that is, a formal SEC
2 investigation, a proceeding before a court of the United States, and a
3 proceeding before a Federal grand jury - by falsely stating to a
4 representative of Law Firm #1, while knowing that the information
5 would be provided to the SEC and criminal investigators, that: (1)
6 BING WANG, and not JING WANG, had made a \$50,000 wire transfer to
7 Employee A from BING WANG's company account; (2) JING WANG had no
8 interest in the Unicorn Account; (3) Yin and BING WANG had set up the
9 Unicorn Account; (4) BING WANG, and not JING WANG, had exercised
10 control over the Unicorn Account; and (5) JING WANG had not purchased
11 Atheros stock prior to Qualcomm's acquisition.

12 All in violation of Title 18, United States Code, Sections 1512(c)(2)
13 and 2.

14 Count 8 - Obstruction of Official Proceedings

15 (18 U.S.C. § 1512(c)(2))

16 63. The introductory allegations contained in paragraphs 1
17 through 38 of this Indictment are realleged as if fully set forth
18 herein.

19 64. On or about April 2, 2013, within the Southern District of
20 California and elsewhere, defendant JING WANG did corruptly obstruct,
21 influence, and impede, and corruptly attempt to obstruct, influence,
22 and impede, an official proceeding - that is, a formal SEC
23 investigation, a proceeding before a court of the United States, and a
24 proceeding before a Federal grand jury - by causing another person to
25 falsely state to a representative of Law Firm #1, while knowing that
26 the information would be provided to the SEC and criminal
27 investigators, that: (1) Yin got BING WANG to sign off on transfers
28 from the Unicorn Account; (2) because of some difficulty with

1 transferring funds from the Unicorn Account to BING WANG in China,
2 BING WANG transferred funds from the Unicorn Account to Employee A;
3 (3) JING WANG did not know about the purchase of Atheros stock in the
4 Unicorn Account at the time of the transaction; (4) Yin did not give
5 JING WANG any reports about the Unicorn Account; (5) JING WANG did not
6 know if Yin had bought or sold Qualcomm stock in the Unicorn Account;
7 and (6) after 2008, JING WANG did not know what stocks were traded in
8 the Unicorn Account.

9 All in violation of Title 18, United States Code, Sections 1512(c)(2)
10 and 2.

11 Counts 9-11 (Money Laundering)

12 (18 U.S.C. § 1956(a)(1)(B)(i))

13 65. The introductory allegations contained in paragraphs 1
14 through 38 of this Indictment are realleged as if fully set forth
15 herein.

16 66. On or about the dates set forth below, within the Southern
17 District of California and elsewhere, defendant JING WANG did
18 knowingly conduct and attempt to conduct financial transactions
19 affecting interstate commerce, described in more detail below, which
20 involved the proceeds of a specified unlawful activity - that is,
21 securities fraud through insider trading - knowing that the
22 transaction was designed in whole and in part to conceal and disguise
23 the source, ownership, and control of the proceeds of said specified
24 unlawful activity, and that while conducting and attempting to conduct
25 such financial transactions knew that the property involved in the
26 financial transactions represented the proceeds of some form of
27 unlawful activity:

28 //

Count	Date	Financial Transaction	Amount
9	02/23/2012	Transfer from Unicorn Account XXXX7A66 to Clearview Account XXXX2A09	\$200,000
10	02/28/2012	Transfer from Unicorn Account XXXX7A66 to Clearview Account XXXX2A09	\$200,000
11	03/05/2012	Transfer from Unicorn Account XXXX7A66 to Clearview Account XXXX2A09	\$125,481

All in violation of Title 18, United States Code,
Sections 1956(a)(1)(B)(i) and 2.

Count 12 - Aggravated Identity Theft

(18 U.S.C. § 1028A)

67. The introductory allegations contained in paragraphs 1 through 38 of this Indictment are realleged as if fully set forth herein.

68. On or about October 31, 2010, within the Southern District of California and elsewhere, during and in relation to a felony violation of Title 18, United States Code, Section 1001 (False Statements), and a felony violation of Title 18, United States Code, Section 1348 (Securities Fraud), defendant JING WANG knowingly used, without lawful authority, a means of identification of another person, to wit, the signature of BING WANG on a United States Department of Treasury Form W-8BEN submitted to Merrill Lynch in connection with the Unicorn Account.

All in violation of Title 18, United States Code, Sections 1028A(a)(1) and 2.

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1 Count 13 - Aggravated Identity Theft

2 (18 U.S.C. § 1028A)

3 69. The introductory allegations contained in paragraphs 1
4 through 38 of this Indictment are realleged as if fully set forth
5 herein.

6 70. On or about February 22, 2012, within the Southern District
7 of California and elsewhere, during and in relation to a felony
8 violation of Title 18, United States Code, Section 1001 (False
9 Statements), defendant JING WANG knowingly used, without lawful
10 authority, a means of identification of another person, to wit, the
11 signature of JING WANG's mother (S.Z.) on a United States Department
12 of Treasury Form W-8BEN, and S.Z.'s identification documents, which
13 were submitted to Merrill Lynch in connection with the Clearview
14 Account.

15 All in violation of Title 18, United States Code, Sections 1028A(a)(1)
16 and 2.

17 FORFEITURE ALLEGATIONS

18 71. The introductory allegations contained in paragraphs 1
19 through 38 of the Indictment are realleged as if fully set forth
20 herein.

21 72. Pursuant to Title 18, United States Code, Section 982(a)(1),
22 upon conviction of an offense in violation of Title 18, United States
23 Code, Section 1956, as set forth in Counts 9 through 11 of this
24 Indictment, defendant JING WANG shall forfeit to the United States of
25 America any property, real or personal, involved in such offenses, and
26 any property traceable to such property. The property to be forfeited
27 includes, but is not limited to, the following:

1 a. \$529,069.72 previously held by Merrill Lynch in Account
2 Number xxx02A09, in the name of Clearview Resources, Ltd.

3 73. Pursuant to Title 18, United States Code,
4 Section 981(a)(1)(C) and Title 28, United States Code,
5 Section 2461(c), upon conviction of the offenses in violation of
6 Title 15, United States Code, Sections 78j(b) and 78ff, as set forth
7 in Counts 1 through 3 of this Indictment, defendant JING WANG shall
8 forfeit to the United States of America any property, real or
9 personal, which constitutes or is derived from proceeds traceable to
10 the offenses. The property to be forfeited includes, but is not
11 limited to, the following:

12 a. Proceeds of \$244,167.

13 74. If any of the property described above, as a result of any
14 act or omission of the defendant:

15 a. cannot be located upon the exercise of due diligence;

16 b. has been transferred or sold to, or deposited with, a
17 third party;

18 c. has been placed beyond the jurisdiction of the court;

19 d. has been substantially diminished in value; or

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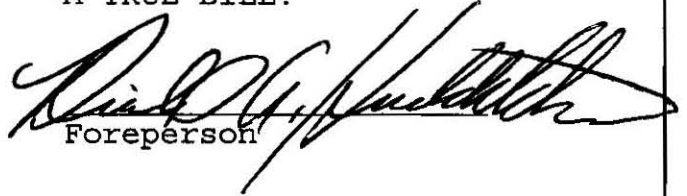
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1 e. has been commingled with other property which cannot be
2 divided without difficulty,
3 the United States of America shall be entitled to forfeiture of
4 substitute property pursuant to Title 21, United States Code,
5 Section 853(p), as incorporated by Title 18, United States Code,
6 Section 982(b)(1) and Title 28, United States Code, Section 2461(c),
7 up to the full amount of forfeitable property described above.
8 All pursuant to Title 18, United States Code, Sections 982(a)(1),
9 981(a)(1)(C), and Title 28, United States Code, Section 2461(c).

10 DATED: January 17, 2014.

11 A TRUE BILL:

12 
13 Foreperson
14

15 LAURA E. DUFFY
16 United States Attorney

JEFFREY H. KNOX
Chief, Fraud Section
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